

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation,
AMAZON.COM SERVICES LLC, a Delaware
limited liability company, and AMAZON
TECHNOLOGIES, INC., a Nevada corporation,

Plaintiffs,

V.

Does 1-20, unknown parties doing business as "REKK," and the following individuals: Oscar Pineda, Janiyah Alford, Noah Page, Skylar Robinson, William Walsh, Luke Colvin, Alejandro Taveras, Andrew Ling, Brandon Sukhram, Charalampos Gkatzoulas, Cosmin Sopca, Dylan Hinz, Eric Niezabytowski, Graham Ferguson, Ivona Brazovskaja, James Garofalo, Jenny Tran, Johanes Kessel, Jorge Correa, Josh Davis, Karcper Niepogoda, Olaf Booij, Ryan Bates, Sai Charan Beeravelli, Simone Antonio Figura, Zachary Iguelmamene, and Zoha Ahmed.

Defendants.

STIPULATION

Plaintiffs Amazon.com, Inc., Amazon.com Services LLC, and Amazon Technologies, Inc. (together, “Amazon”), and Defendant Graham Ferguson (“Ferguson”) and (collectively “Settling Parties”), by and through Amazon’s respective counsel of record and by Fergusons’ pro-se representation, notify the Court that the Settling Parties have reached a settlement of all

1 claims between them in this matter. Pursuant to the terms of that settlement, the Settling Parties
2 stipulate and agree to entry of the permanent injunction below.

3 //

4 //

5 //

6 //

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

DATED this 30 day of January, 2024.

2 Davis Wright Tremaine LLP
3 Attorneys for Plaintiffs Amazon.com

4 By s/Bonnie MacNaughton
5 Bonnie MacNaughton, WSBA #36110
6 Tim Cunningham, WSBA #50224
7 Melina Garcia, WSBA #58036
920 Fifth Avenue, Suite 3300 Seattle, WA
98104-1610
Phone: 206-622-3150
Fax: 206-757-7700
Email: bonniemacnaughton@dwt.com
timcunningham@dwt.com
melinagarcia@dwt.com

Graham Ferguson

By s/ 
Phone: (605) 406-3561
Email:

grobferg@gmail.com

PERMANENT INJUNCTION

Pursuant to the above stipulation of the parties, IT IS HEREBY ORDERED that
Defendant Graham Ferguson, and his respective employees, agents, successors and assigns, and
all others in active concert or participation with him, are permanently enjoined and restrained
from:

1. Accessing and using, whether directly or indirectly via a third party, intermediary,
or proxy, Amazon.com, or any other Amazon online store around the world.
2. Exploiting or abusing Amazon's ordering or return services;
3. Making false statements or misrepresentations to Amazon;
4. Engaging in any activity that defrauds Amazon into paying money or providing
replacement products for illegitimate returns;
5. Engaging in any scheme or malicious activity that interacts with Amazon; and
6. Knowingly and materially assisting or engaging any other person or business
entity in engaging in or performing any of the activities listed above.

The Court shall retain continuing jurisdiction over this matter for the limited purposes of enforcing the terms of the Settling Parties' settlement agreement and this Stipulated Permanent Injunction.

IT IS SO ORDERED.

DATED: _____, 2024.

The Honorable James L. Robart
UNITED STATES SENIOR DISTRICT JUDGE